

11 CIV. 7972

IN THE UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

ISRAEL PERL; *pro se*,
Plaintiff,

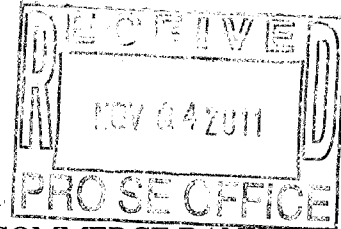
Case No. _____

-v-

DEMAND FOR JURY TRIAL

PLAINS COMMERCE BANK;
Defendant,

COMPLAINT



Plaintiff, ISRAEL PERL, hereby sues Defendant, PLAINS COMMERCE BANK, and
alleges:

PRELIMINARY STATEMENT

1. This is an action for damages brought for damages for damages for violations of the Fair Credit Reporting Act (FCRA) 15 U.S.C. §1681 *et seq.*

JURISDICTION AND VENUE

2. The jurisdiction of this Court is conferred by 15 U.S.C. §1681p.
3. Venue is proper in this Circuit pursuant to 28 U.S.C. §1391b.
4. This is an action for damages which do not exceed \$15,000.00.
5. Plaintiff, ISRAEL PERL, is a natural person and is a resident of the State of New York.
6. Defendant, PLAINS COMMERCE BANK, is a South Dakota corporation, with its principal place of business located at 5109 S Broadband Ln., Sioux Falls, SD 57108, and is authorized to do business in New York.

7. All conditions precedent to the bringing of this action have been performed, waived or excused.

FACTUAL ALLEGATIONS

8. On August 8, 2010, PLAINS COMMERCE BANK initiated a hard pull of Plaintiff's credit report from Equifax without permissible purpose, thereby reducing his credit score.

9. On August 8, 2010, PLAINS COMMERCE BANK initiated a soft pull of Plaintiff's credit report from Equifax without permissible purpose.

10. On August 8, 2010, PLAINS COMMERCE BANK initiated a hard pull of Plaintiff's credit report from Experian without permissible purpose.

11. On August 8, 2010, PLAINS COMMERCE BANK initiated a hard pull of Plaintiff's credit report from TransUnion without permissible purpose.

COUNT I

VIOLATION OF FAIR CREDIT REPORTING ACT (FCRA), 15 U.S.C. §1681 WILLFUL NON-COMPLIANCE BY DEFENDANT PLAINS COMMERCE BANK

12. Paragraphs 1 through 11 are realleged as though fully set forth herein.

13. Plaintiff is a consumer within the meaning of the FCRA, 15 U.S.C. §1681a(c).

14. PLAINS COMMERCE BANK is a furnisher of information within the meaning of the FCRA, 15 U.S.C. §1681s-2.

15. PLAINS COMMERCE BANK willfully violated the FCRA. Defendant's violations include, but are not limited to, the following:

(a) PLAINS COMMERCE BANK willfully violated 15 U.S.C. §1681b(f) by
Obtaining Plaintiff's consumer report without a permissible purpose as defined by 15
U.S.C. §1681b.

WHEREFORE, Plaintiff demands judgment for damages against PLAINS COMMERCE
BANK for actual or statutory damages, and punitive damages, attorney's fees and costs, pursuant
to 15 U.S.C. §1681n.

COUNT II

VIOLATION OF FAIR CREDIT REPORTING ACT (FCRA), 15 U.S.C. §1681 NEGLIGENT NON-COMPLIANCE BY DEFENDANT PLAINS COMMERCE BANK

16. Paragraphs 1 through 15 are realleged as though fully set forth herein.

17. Plaintiff is a consumer within the meaning of the FCRA, 15 U.S.C. §1681a(c).

18. PLAINS COMMERCE BANK is a furnisher of information within the meaning of
the FCRA, 15 U.S.C. §1681s-2.

19. PLAINS COMMERCE BANK negligently violated the FCRA. Defendant's
violations include, but are not limited to, the following:

(a) PLAINS COMMERCE BANK negligently violated 15 U.S.C. §1681b(f) by
obtaining Plaintiff's consumer report without a permissible purpose as defined by 15
U.S.C. §1681b.

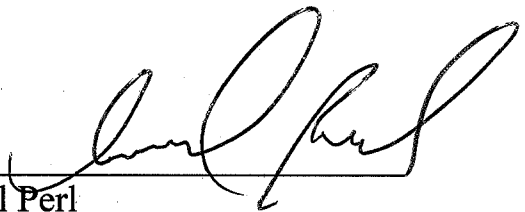
WHEREFORE, Plaintiff demands judgment for damages against PLAINS COMMERCE
BANK for actual damages, and attorney's fees and costs, pursuant to 15 U.S.C. §1681o.

DEMAND FOR JURY TRIAL

Plaintiff hereby demands a trial by jury of all issues so triable as a matter of law.

Dated: October 27, 2011

Respectfully submitted,

A handwritten signature in black ink, appearing to read 'Israel Perl', is written over a horizontal line.

Israel Perl
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